

**RECORD OF PUBLIC BID OPENING****Requisition # B- 435710****Bid Title: Production-Weed Spraying****Bid Closing Date: 2/8/07 @ 5:00 PM****Bid Open Date: 2/9/07 @ 10:00 AM****STATUS – UNDER EVALUATION****BIDDER – DeAngelo Brothers, Inc.**

ITEM NO.	DESCRIPTION	TRADE NAME BID	UNITS	UNIT OF MEASURE	PRICE PER UNIT	AMOUNT BID
SP-1	BAREGROUND HERBICIDE APPLICATION		89	AC	\$252.79	\$23,388.41
SP-2	BAREGROUND HERBICIDE APPLICATION (FOREST SERVICE)		18	AC	\$364.82	\$6,566.76
SP-3	PRODUCTION HERBICIDE APPLICATION (VARIOUS)		425	AC	\$113.45	\$48,217.74
					<b>Total Bid:</b>	\$78,172.91_____

**BIDDER – Perfection Weed & Pest Control**

ITEM NO.	DESCRIPTION	TRADE NAME BID	UNITS	UNIT OF MEASURE	PRICE PER UNIT	AMOUNT BID
SP-1	BAREGROUND HERBICIDE APPLICATION		89	AC	\$197.50	\$17,577.50
SP-2	BAREGROUND HERBICIDE APPLICATION (FOREST SERVICE)		18	AC	\$197.50	\$3,555.00
SP-3	PRODUCTION HERBICIDE APPLICATION (VARIOUS)		425	AC	\$89.75	\$38,143.75
					<b>Total Bid:</b>	\$59,276.25_____

**INVITATION TO BID**  
**DISTRICT WIDE WEED SPRAYING**  
**(PRODUCTION)**  
**IDAHO PROJECT NO.: STM-D2-2007**

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**IDAHO TRANSPORTATION DEPARTMENT  
REQUEST FOR BID**

January 22, 2007

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION #: B-435710**

**ALL sealed bids must be received by 5:00 pm on February 8, 2007. Sealed bids will be opened at 10:00 am on February 9, 2007** at Supply Services, Purchasing Office, at 3311 West State Street in Boise.

**This is to furnish all equipment, labor, supplies and tools required to effectively apply prescribed herbicides on roadsides for District Wide (Production) Weed Spraying in the following Counties: Clearwater, Idaho, Latah, Lewis and Nez Perce** as per the specifications contained in the above requisition.

Contact EVEL MCADAMS, Contract Program Specialist for Bid Requirements and Document Clarification at (208) 334-8084.

**ALL Technical questions are to be faxed to:** (208) 332-4109.

**FOR BID RESULTS, PLAN HOLDERS LIST VISIT:**

**<http://itd.idaho.gov/business/business.htm>**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

<p><b>Requisition #: B-435710</b> <b>Bid CLOSE Date: FEB 8, 2007 – 5:00 PM</b> <b>Bid OPEN Date: FEB 9, 2007 – 10:00 AM</b> <b>Item Bidding: PRODUCTION – WEED SPRAYING</b></p>
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**Mailing Address**

Idaho Transportation Department  
Supply Services Purchasing Section  
(3311 West State Street – 83703)  
P.O. Box 7129  
Boise, Idaho 83707-1129

## **SPECIAL PROVISIONS**

### **IDAHO PROJECT NO.: STM-D2-2007**

#### **FY07 District Wide Weed Spraying (Production)**

Clearwater, Idaho, Latah, Lewis and  
Nez Perce Counties

This project shall be governed by the ITD Standard Specifications, 2004 edition and the following Special Provisions and all Addenda issued, Tribal Special Provisions and SP-SA Special Provisions-State Aid. This is not a federally funded project.

#### **COMPLETION TIME AND LIQUIDATED DAMAGES**

Work shall not begin prior to April 2, 2007 and shall be completed by June 15, 2007. The amount of Liquidated Damages for failure to complete each phase of the work in the time frame listed below shall be \$500.00 per day per SP and up to \$1,000 per day per multiple SP's. Downtime due to unseasonable weather shall be considered when assessing liquidated damages and extension of the completion date may be made through prior agreement between the contractor and the Engineer. Liquidated damages will not be charged beyond dates when chemicals are ineffective on the treated species. Completion dates for the SP's are as follows: SP-1 by April 27, 2007; SP-2 by May 24, 2007; and SP-3 by June 15, 2007.

#### **TERM**

The term for this contract shall be for one-year with the option to renew for up to three one-year periods when agreed to, in writing, by both the Contractor and the Idaho Transportation Department.

ITEMS SP-1, SP-2, AND SP-3 SHALL BE BID TOGETHER IN AN "ALL OR NONE BID" FOR ONE YEARS QUANTITIES FOR PURPOSES OF AWARD. The engineer reserves the right to delete any item upon written notification.

### **CONTRACTORS NOTES**

#### **EXAMINATION OF SITE**

Before submitting a bid to the State, bidders are urged to visit the sites where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so shall in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

#### **USE TAX**

The exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) shall incur the imposition of a use tax. Note: Nez Perce County is 0.5% higher than surrounding counties.

#### **CONTRACT ADMINISTRATOR**

The Contract Administrator is Doral Hoff, P.E.; District 2 Maintenance Engineer. Phone Number is (208) 799-5090, fax (208) 799-4301.

#### **PRE-OPERATIONAL MEETING**

After the contract has been awarded and before work commences the contractor shall meet with the District 2 Maintenance Engineer (Engineer) to discuss work performance requirements. The meeting will be held a minimum of 5 working days before the work commences.



## EMPLOYMENT AGENCY

The designated employment agencies are as follows:

Nez Perce Tribe  
Idaho Department of Labor Office Tribal Employment Rights  
P.O. Box 1147 TERO Compliance Officer  
1158 Idaho St. P.O. Box 365  
Lewiston, ID 83501-1147 Lapwai, ID 83540-0365  
(208) 843-2253

## TRIBAL REGULATIONS

This project is located, in whole or in part, on Indian lands of the Nez Perce Tribe, which has enacted Tribal Employment Rights Ordinances governing employment practices and taxes levied on all CONTRACTORS and SUBCONTRACTORS on Tribal lands.

The Contractor shall comply with the requirements of the Tribal regulations.

Contact with the Tribe shall be made through Nez Perce Tribe, Tribal Employment Rights Office, TERO Compliance Officer, P.O. BOX 365, LAPWAI, IDAHO 83540-0365, Telephone (208) 843-2253

## PROGRESS SCHEDULES

A Gantt Chart shall be required for this project. The Contractor shall notify the Engineer 24 hours in advance of any changes in the schedule.

## NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) & STORM WATER PREVENTION PLAN (SWPP)

There is no area of ground disturbance planned or anticipated outside of the existing paved area with this project. Therefore, no SWPP shall be needed. If the contractor's operation does create any ground disturbance, either outside the existing paved area or in the staging area, the FHWA requirements found in 23 CFR 650, Subpart B, Erosion and Sediment Control on Highway Construction Projects and ITD Catalog of Storm Water Best Management Practices (BMP'S) shall be adhered to.

## TRAFFIC CONTROL AND SAFETY

The inserted Traffic Control Plan shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the contractor's mode of operation, the contractor shall submit a new Traffic Control Plan to the Engineer for approval prior to or at the preoperational meeting.

Traffic shall be maintained through the work area and protected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition as adopted by the State of Idaho.

Herbicide application equipment and support vehicles shall be operated in the normal direction of traffic flow when spraying foreslopes.

All vehicles and machinery operating on the right of way shall be equipped with at least one roof-mounted, high-intensity rotating or strobe-type amber flasher readily visible from front and rear for at least ½ mile on a sunny day.

Each Application vehicle and traffic control personnel shall be equipped with communications devices. The contractor shall be capable of communications with the field crew and the engineer.

The Contractor shall provide, erect and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices, Part VI published by the US Department of Transportation, Federal Highway Administration. All traffic control devices, i.e. (Drums, cones, tubular markers, barricades, etc.) shall be required to have class "B" reflective sheeting or battery

operated flashing warning lights. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

The cost of furnishing, installing, and maintaining signs, cones, and fully equipped shadow vehicles to and for the state or other traffic control devices shall be incidental and included in the cost for other contract items.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers' are present, signing for the flagging operation shall be required. Flaggers' shall be considered incidental, no payment shall be made for flagging.

Workers working adjacent to traffic shall wear highly visible clothing as described in Sub-Section 630.03 flagging and pilot cars (ITD standard specifications).

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment security shall be the responsibility of the Contractor.

Roadside herbicide application shall be scheduled to avoid events such as holidays, events that may cause traffic peaks and associated congestion. Herbicide application shall be performed between sunrise and sunset. Any change in work hours shall be as approved by the Engineer.

#### PRICE ADJUSTMENT CLAUSE

The successful vendor may request in writing upon contract renewal a price adjustment, if applicable. The price adjustment will be effective the date of the contract renewal. Bid prices shall remain firm the first year of the contract.

The price adjustment will be based on the unadjusted percentage change of the U.S. Department of Labor Consumer Price Index (CPI-U), Service Category. The Base Month for price adjustments will be the month three months prior to the month of the contract award. All subsequent adjustments to be based on the percentage change in the index annually, including applicable extensions.

The price adjustment will reflect the unadjusted percent change in the Service Category for the twelve (12) month period immediately after the base month. The CPI base index for price adjustments will be given at time of award.

#### ON PAGE 3, SUBSECTION 101.01 - ABBREVIATIONS

Add the following abbreviation:

**AI** – Active Ingredients

**AL** – Aquatic Label

**ISDA** – Idaho State Department of Agriculture

**MUTCD** - Manual on Uniform Traffic Control Devices.

#### ON PAGE 3, SUBSECTION 101.02 - DEFINITIONS

Add the following definitions:

**Adequate Control** - The preventing of noxious weeds from going to seed or propagating

**Adjuvants** – Any product added to the spray solution to enhance or modify the performance of the spray mixture. Anti-foaming, buffering and drift control agents are some examples of adjuvants.



**Appurtenances** - Delineators, signs, posts and other objects within the treatment zone.

**Backslope** - Roadside from the bottom of the ditch to the fence or the ROW boundary.

**Department** – Idaho Transportation Department

**Foreslope** - Roadside from the shoulder to the bottom of the ditch.

**Inside** - That area being the median between the east bound and west bound roadways or north bound and south bound roadways.

**Interchanges** - Any of the entrances or exits on an Interstate or Primary Route where traffic can enter or depart.

**Median** - Unpaved area between two-way traffic on a divided highway.

**Mobile Communication** - Communication devices shall be mobile phones or two-way commercial radio between the base (manned during working hours) and treatment unit (except ATV's) capable of transmitting and receiving throughout the entire district. Citizen Band (CB) or family service (FSR) or General Mobile Radio Service (GMRS) radios will only be allowed between treatment unit and shadow vehicles and shall not be allowed as a form of communication from treatment unit to base of operations.

**Noxious Weeds** - Any plant having the potential to cause injury to public health, crops, livestock, land, or other property; and which is designated noxious by the Director of the Department of Agriculture and/or County Control Authority.

**Outer Separations** - Roadside adjacent to interchanges and road excluding median.

**Outside** - That area between the edge of roadway and the right of way fence.

**Production Herbicide Application** - That area including the foreslope plus designated backslope or embankment slope consisting of a continuous and defined swath for a prescribed distance

**Spot Herbicide Application** - That area so designated that requires treating of designated areas or weed species in the entire right of way from fence to fence or within areas or situations that require a more detailed and defined swath for a prescribed distance.

**Safety Herbicide Application** - That area so designated that deals with specific situations that will result in improved visual impact, maintain sight distances such as inside curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife.

**Swath** - The width, which may vary, covered with one pass of a treatment device.

**Transition Herbicide Application** - That area so designated that blend from an area that is not treated to an area that shall be treated. Avoids abrupt changes in the treatment patterns to reduce visual impact or to provide adequate sight distances for signs, other roadside structures and intersections.

**Work Units** - A definite amount or quantity of work used as a standard of measurement. This may be used to measure a prescribed amount of work such as per hour, per acre, per mile, etc.

#### ON PAGE 15, SUBSECTION 103.04 – BOND REQUIREMENTS

Add the following:

The bond requirements shall be per application year. Proof of bonding and insurances shall be required prior to the start of each application year.

ON PAGE 74 and 75, SUBSECTION 107.01 – LAWS TO BE OBSERVED

Add the following:

The Contractor shall observe and follow all pesticide chemical label precautions, restrictions, and recommendations of the chemicals being applied and shall observe and follow all applicable Federal, State, and local laws for the storage, transport, handling, mixing, use, and application of pesticide chemicals being used. Current and up to date labels and MSDS sheets of all chemicals being applied on Department property shall be on hand at the application site at all times during the term of this contract. Lawful recycle or disposal of all empty pesticide containers is the sole responsibility of the Contractor.

ON PAGE 76 and 77, SUBSECTION 107.03 – LICENSING OF CONTRACTORS

Add the following:

The contractor and their employees operating any spray equipment shall have been licensed by the State of Idaho Department of Agriculture for a minimum of two years as a Professional Applicator in the category R.W. (Right-of-Way Herbicide) in accordance with Chapter 34, Title 22, Idaho Code and possess a current license.

A copy of applicable licenses shall be provided to the Engineer prior to commencement of work.

The Contractor shall furnish a copy of their Idaho Public Works Contractors License Board license.

ON PAGE 79 SUBSECTION 107.10 RESPONSIBILITY FOR DAMAGE

Add the following:

The lowest qualified bidder shall furnish a current certificate of pesticide chemical liability insurance for damage by spill, chemical drift or other off target damage for no less than \$1 million per occurrence.

ON PAGE 90 SUBSECTION 108.04 – LIMITATION OF OPERATIONS

Add the following:

No work shall be allowed the Friday before, through the Holiday weekend and the Tuesday after the holiday for Memorial Day Holiday.

No work shall be allowed on US 12 east of MP 75.2 and SH 14 on Friday through Sunday.

**HERBICIDE APPLICATION - GENERAL PROVISIONS**

**Description:**

The work shall include furnishing all labor, equipment, supplies and tools required to effectively apply prescribed herbicides on roadsides, Department property or right of way as described per the schedule prescribed herein.

**Work Areas:**

The Engineer shall approve sequence of work. SP work units may vary from ITD estimates. ITD reserves the right to change application width to best utilize estimated work units. In no case shall the contractor exceed the estimated SP work units without prior Engineer approval.

Roadside Herbicide Equipment

All equipment shall meet the Federal Motor Carrier Safety Regulations and be marked in accordance with FMCSR 390.21 and display the company's name and current phone number. All application equipment must be equipped with manufacturers' safety device(s) to prevent damage to property caused by leaks, spills or drift. All application equipment shall be kept in good operating condition and shall be maintained to provide a precise calibrated spray pattern at all times. Refer to these plans for more specific equipment requirements. Herbicide Application Equipment to be used in performance of this contract shall be subject

to inspection and approval by the Engineer prior to commencement of the required work. Subsequent equipment inspections shall take place during the term of the contract.

The inspection shall determine the condition of the equipment, the state of repair, the capability of the equipment to perform the required work.

Equipment found to be deficient or incapable of performing the required work shall be suitably repaired to the Engineer's satisfaction or may be rejected for use on this contract. Rejection of the equipment does not relieve the Contractor of the responsibility to perform the required work.

The Contractor shall clean all herbicide equipment of accumulated vegetation and soil prior to start of work to remove the potential spread of noxious weed seeds and other undesirable vegetation.

Contractor's herbicide application equipment for **bareground and production treatment** shall meet or exceed the following specifications:

Truck shall have a minimum 300 gallon water capacity tank. Truck must be equipped with a flow based computer system. The computer shall be capable of continually monitoring and displaying on-screen in the cab: distance sprayed, rate per acre, total acres sprayed and true ground speed controlled by radar. The computer must be able to compensate automatically for over or under applications.

The chemical application Spray head shall be boomless, capable of spraying from either side of the spray truck and capable of delivering prescribed chemicals or combination of chemicals at prescribed increments in width for bareground and production application as shown on the plans, typical, or as otherwise directed. Solid coverage may be determined by (paper test) and subject to approval by the Engineer.

#### Record Keeping

The Contractor or Contractor's representative shall record all pertinent information on the Daily Herbicide Log that is signed by the operator. The state will supply the Daily Herbicide Log Program if requested (Microsoft Access 2000 needed to utilize program). The required information shall be recorded daily and delivered each Monday to the District Roadside Foreman or the designated licensed representative.

These logs shall be Special Provision (SP) work area specific and shall include all data for each Special Provision work area. These logs shall become the property of ITD. The Contractor may make copies for their file. All sections of highway within an SP will require a separate log sheet unless the contractor is changing direction on a highway section to complete that section of highway. No two highway sections or two SP's shall be included on one log sheet.

#### Bareground Herbicide Application

Bareground herbicide application shall include spraying a prescribed swath of herbicides over areas adjacent to the edge of the pavement as shown in the plans, typical, or as directed. Examples of Bareground herbicide application are the continuous and solid application of non-selective herbicides for control of all broadleaf weeds and grasses on the fore slope and under guardrail as shown on the plans, typical, or as directed.

#### Production Herbicide Application

Production herbicide application shall include spraying a prescribed swath of vegetation adjacent to the edge of the pavement, and also include all spraying necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, and other roadside structures. Sight distance requirements may include a second swath for 500 feet before and 500 feet after intersecting roads. Examples of production herbicide application are the continuous and solid application of selective herbicides for control of specific weeds.

## General Requirements

The contractor shall provide all herbicides and adjuvants unless otherwise specified in the special provision. He shall observe and follow all herbicide label precautions, restrictions and recommendations of the chemicals being applied and shall observe and follow all applicable Federal, State and local laws for the storage, transport, handling, mixing, use and application of the herbicide being used.

Current and up-to-date labels and MSDS sheets of all chemicals being applied on Department property shall be on hand at the application site at all times during the term of this contract. The contractor shall supply a copy of same to ITD. Lawful recycle or disposal of all empty herbicide containers is the sole responsibility of the Contractor.

The Contractor shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the state and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself, his employees, or his subcontractors.

The Contractor shall be capable of having mobile communication with applicators (Except with ATV operators who shall have mobile communication in the nurse truck).

In addition to the work outlined in this document, the contract requires a Contractor or Contractor's representative, capable and authorized to confer on a daily basis with the Engineer or the designated representative, concerning work units, and problems or situations that may arise. The Contractor shall be capable of having mobile communication with all applicators and District personnel.

The Contractor shall apply, at the District's option, as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, or other appurtenances, public or private, which are a part of the roadside. Hand spraying around such objects may be required of the Contractor. If the Department determines that any damage is the result of negligence by the Contractor, repairs or replacement shall be the responsibility of the Contractor at the contractor's expense.

Unless otherwise specified or agreed upon, in all production herbicide applications, the Contractor shall apply all herbicides in a minimum of 25 gallons of spray solution of water per acre, 1 quart of a 90% adjuvant that is an alcohol free, non-ionic spreader, non-ionic activator, and surfactant with an aquatic label per 100 gallons of spray solution. Water and spray adjuvants shall be considered incidental, no additional payment shall be made for water or spray adjuvants.

**The Contractor shall not exceed 11 miles per hour while applying herbicides.**

Approved fire retardant and extinguishing equipment shall be immediately available for use in case of fire caused by spraying operations. Approved pesticide spill containment kits and shovels shall be immediately available and on-site for use in case of chemical spills.

The Engineer shall perform random and periodic inspection as deemed appropriate to ascertain the Contractor's compliance with contract requirements. All deficiencies (skips, escapes and poor or no results), hazards or safety associated with the Contractor's herbicides application shall be corrected by the Contractor at his expense.

The Engineer shall determine the herbicide(s) to be used, the rate of application, application windows and reporting requirements for all herbicide application within the District.

Herbicide application shall not be permitted when, in the opinion of the Engineer, soil and weather conditions are such that the right-of-way shall be damaged. No payment shall be made for the standby time when, in the opinion of the Engineer, soil or weather conditions do not allow spraying.

The Engineer shall determine and identify all non-spray areas such as construction zones, special vegetation management areas and stands of wildflowers that shall be excluded from spraying requirements. All areas shall be identified prior to commencement of work.

The Engineer shall answer all questions, which may arise as to the quality and acceptability of work performed.

Final acceptance of the project and payment shall not be authorized until the expected results are achieved. Authorization, in some instances and depending on the herbicide used, may take up to 30 days.

All triple rinsed containers or shuttles of chemical used on State property shall be stored in an ISDA approved storage location with reasonable access by the Engineer, separate of other containers used by the Contractor. The Engineer shall verify each week's used containers against the "Daily Herbicide Application Log".

The Contractor shall clean all herbicide equipment of accumulated vegetation and soil prior to start of work to remove the potential spread of noxious weed seeds and other undesirable vegetation.

### **SP-1 Bareground Herbicide Application**

#### **Description:**

Bareground herbicide application shall include applying a prescribed swath of herbicides over areas adjacent to the edge of the pavement as shown in the plans, typical or as directed. Examples of bareground herbicide application are the continuous application of nonselective herbicides for control of all broadleaf weeds and grasses on the foreslope under guardrail or as directed.

#### **Materials:**

Bareground herbicide application chemicals shall conform to the requirements shown in the plans.

#### **Construction Requirements:**

The work shall include furnishing all labor, equipment, supplies, chemicals, and tools required to effectively apply herbicides on roadsides, Department property and right of way (R/W) as shown in the plans, typical or as directed.

The Engineer shall determine the herbicide(s) to be used, the rate of application, application windows and reporting requirements for all roadside herbicide application within the District.

Bareground herbicide application shall be applied in at least a minimum of 40 gallons of spray solution per acre and contain sufficient colorant to mark areas treated.

Herbicide application shall be performed between sunrise and sunset.

#### **Equipment:**

Herbicide Application Equipment used in performance of this contract shall be inspected and approved by the Engineer prior to commencement of the required work. Subsequent equipment inspections may take place during the term of the contract.

### **TREATMENT TRUCK:**

Water Capacity: Minimum 300 gallon water tank

Chemical Application Treatment Head: The chemical application treatment head shall be boomless, capable of treating from either side of the application truck and capable of delivering prescribed chemicals or combination of chemicals at prescribed increments in width.

Handgun: The spray truck shall be equipped with a hand gun(s) capable of reaching and spraying areas that need more detailed attention or spot treatment on areas where the spray head cannot reach.

Work Areas: The work areas are shown in the plans.

Method of Measurement:

The work shall be measured for payment by the Acre including all labor, equipment, and materials.

Basis of Payment: The accepted quantities for the items shall be paid for at the contract unit prices for the items listed below. No separate payment shall be made for travel time to the site, standby time, or downtime (including meal times). Standby time or downtime shall be recorded in the comment section of the "Daily Herbicide Spray Logs".

<u>PAY ITEM</u>	<u>PAY UNIT</u>
SP-1 Bareground Herbicide Application	Acre

**SP-2 Bareground Herbicide Application (Forest Service Areas)**

US-12 MP 75.20 to MP 174.41 and SH-14 MP 0.00 to MP 49.06

Description:

Bareground herbicide application shall include applying a prescribed swath of herbicides over areas adjacent to the edge of the pavement as shown in the plans, typical or as directed. Examples of bareground herbicide application are the continuous application of nonselective herbicides for control of all broadleaf weeds and grasses on the foreslope under guardrail or as directed.

Materials:

Bareground herbicide application chemicals shall conform to the requirements shown in the plans.

Construction Requirements:

The work shall include furnishing all labor, equipment, supplies, chemicals, and tools required to effectively apply herbicides on roadsides, Department property and right of way (R/W) as shown in the plans, typical or as directed.

The Engineer shall determine the herbicide(s) to be used, the rate of application, application windows and reporting requirements for all roadside herbicide application within the District.

Bareground herbicide application shall be applied in at least a minimum of 40 gallons of spray solution per acre and contain sufficient colorant to mark areas treated.

Herbicide application shall be performed between sunrise and sunset.

Equipment:

Herbicide Application Equipment used in performance of this contract shall be inspected and approved by the Engineer prior to commencement of the required work. Subsequent equipment inspections may take place during the term of the contract.

**TREATMENT TRUCK:**

Water Capacity: Minimum 300 gallon water tank

Chemical Application Treatment Head: The chemical application treatment head shall be boom-less, capable of treating from either side of the application truck and capable of delivering prescribed chemicals or combination of chemicals at prescribed increments in width.

Handgun: The spray truck shall be equipped with a hand gun(s) capable of reaching and spraying areas that need more detailed attention or spot treatment on areas where the spray head cannot reach.

Work Areas: The work areas are shown in the plans.

Method of Measurement:

The work shall be measured for payment by the Acre including all labor, equipment, and materials.

Basis of Payment:

The accepted quantities for the items shall be paid for at the contract unit prices for the items listed below. No separate payment shall be made for travel time to the site, standby time, or downtime (including meal times). Standby time or downtime shall be recorded in the comment section of the "Daily Herbicide Spray Logs".

PAY ITEM

SP-1 Bareground Herbicide Application

PAY UNIT

Acre

**SP-3 Production Herbicide Application (Various Locations)**

Description:

Production herbicide application shall include applying a prescribed swath of herbicides over vegetation adjacent to the edge of the pavement, and also include all applying necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, and other roadside structures. Sight distance requirements may include a second swath for 500 feet from and 500 feet after intersecting roads. Examples of production herbicide application are the continuous application of selective herbicides for control of all broadleaf weeds on the foreslope and/or a continuous application of plant growth regulator (PGR) herbicides on the foreslope as shown in plans, typicals or as directed.

Materials:

Production herbicide application chemicals shall conform to the requirements shown in the plans.

Construction Requirement:

The work shall include furnishing all labor, equipment, supplies, chemicals, and tools required to effectively apply herbicides on roadsides, Department property and right of way(R/W) as shown in plans, typicals or as directed.

The Engineer shall determine the herbicide(s) to be used, the rate of application, application windows and reporting requirements for all roadside herbicide application within the District.

Production herbicide application shall be applied in at least a minimum of 25 gallons of spray solution per acre. The solution shall contain 1 quart per 100 gallons of a 90% adjuvant that is an alcohol free, non-ionic spreader, non-ionic activator, and surfactant unless otherwise specified.

Herbicide application shall be performed between sunrise and sunset.

Herbicide application shall not be permitted when soil and weather conditions are such that the right-of-way will be damaged. No payment shall be made for the standby time when soil or weather conditions do not allow herbicide application.

Equipment:

Herbicide Application Equipment to be used in performance of this contract shall be inspected and approved by the Engineer prior to commencement of the required work. Subsequent equipment inspections may take place during the term of the contract. Contractor's herbicide application equipment shall meet or exceed the following specifications:

**TREATMENT TRUCK:**

Water Capacity: Minimum 300 gallon water tank

Chemical Application Treatment Head: The chemical application spray head shall be boomless, capable of treating from either side of the spray truck and capable of delivering prescribed chemicals or combination of chemicals at prescribed increments in width. The chemical application spray head(s) shall be aimed so that the 8 feet application covers the area from edge of pavement out 8 feet; the 12 feet application covers the area from the edge of pavement out 12 feet.

Handgun: The spray truck shall be equipped with a hand gun(s) capable of reaching and spraying areas that need more detailed attention or spot treatment on areas where the spray head cannot reach.

Work Areas.

The work areas are shown on the plan. Sequence of work shall be approved by the Engineer.

Method of Measurement:

The work shall be measured for payment by the Acre including all labor, equipment, and materials.

Basis of Payment:

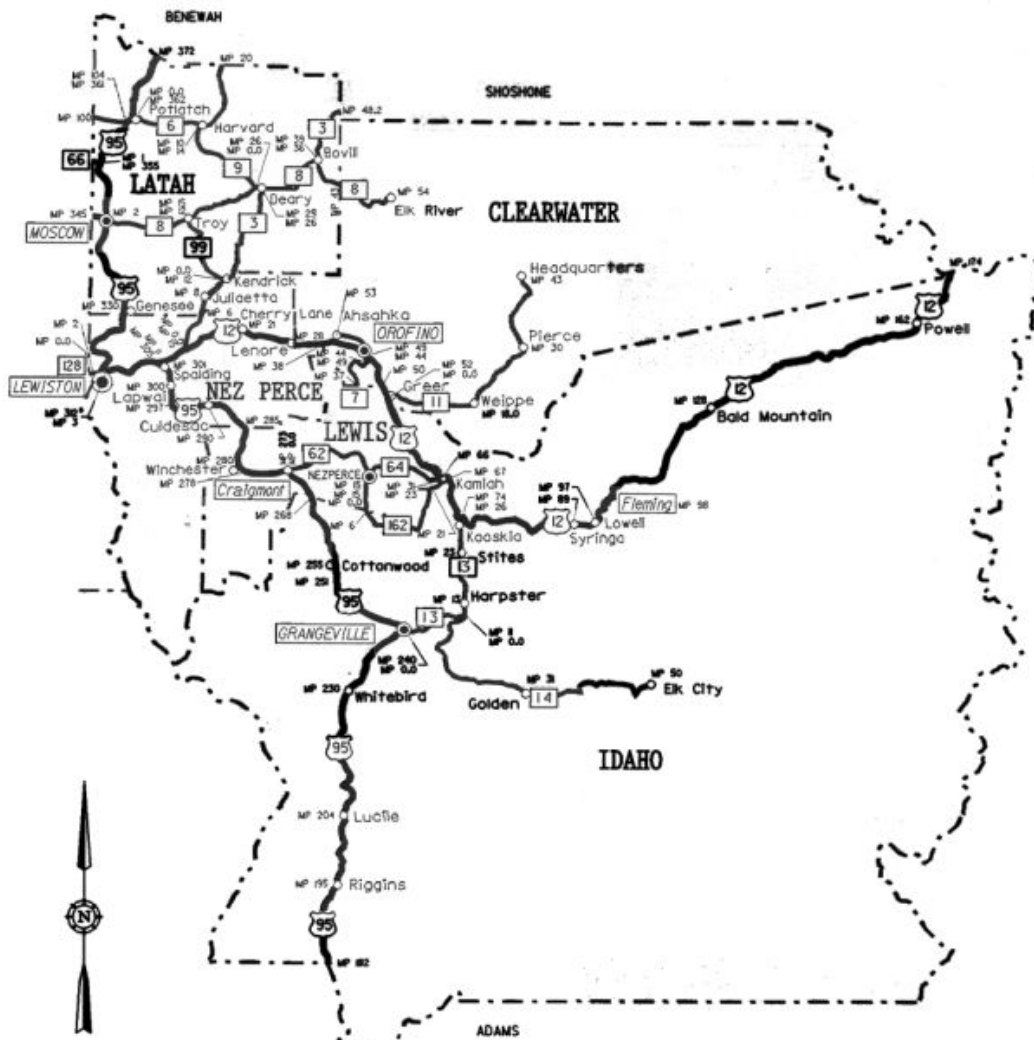
The accepted quantities for the items shall be paid for at the contract unit prices for the items listed below. No separate payment shall be made for travel time to the site, standby time, or downtime (including meal times).

<u>PAY ITEM</u>	<u>PAY UNIT</u>
SP-3 Production Herbicide Application	Acre





ITD 1767 6-91  
Form use : Mtce Projects



**IDAHO TRANSPORTATION DEPARTMENT**  
Division of Highways

Vicinity Map  
PROJECT NO. STM-  
F.Y. DISTRICTWIDE WEED SPRAYING

SH 3, SH 6, SH 7, SH 8, SH 9, SH 11, SH 13, SH 14  
SH 62, SH 64, SH 66, SH 99, SH 128, SH 162, US 12, US 95  
Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties

Boise, Idaho

APPROVED:

*Steven C. Hutchinson*

1/21/99  
Date

# SUMMARY

## STM-0002(000) F.Y. 07 DISTRICTWIDE WEED SPRAYING

SP-1	Bareground Herbicide Application	AC	89
SP-2	Bareground Herbicide Application (Forest Service areas)	AC	18
SP-3	Production Herbicide Application (Various Locations)	AC	425

### **ESTIMATING BASIS**

Estimated bid quantities shown are for one application year.

Chemical application rates and quantities are based on historical data and may vary.

## **ROADSIDE HERBICIDE CHEMICALS**

### **SP-1 Bareground Herbicide Application**

Route	Mileposts	Guardrail	Rock Turnouts	Fences
SH 3	MP 0.00 TO MP 28.65 AND MP 39.50 TO MP 48.21	X		
SH 6	MP 0.00 TO MP 20.27	X		
SH 7	MP 50.80 TO MP 53.18	X		
SH 8	MP 3.83 TO MP 53.22	X		
SH 9	MP 0.00 TO MP 13.52	X		
SH 11	MP 0.00 TO MP 42.54	X		
US 12	MP 10.13 TO MP 75.20 AND RAMPS	X	X	X
US 12	MP 15.2 TO MP 39.7 and MP 44.00 TO MP 65.87	4' Swath along eastbound foreslope		
SH 13	MP 1.12 TO MP 25.40	X		
SH 64	MP 15.88 TO MP 30.36	X		
US 95	MP 182.41 TO MP 361.00 AND RAMPS, SPURS, AND LOOPS	X	X	X
SH 99	MP 0.42 TO MP 11.68	X		
SH 162	MP 0.45 TO MP 22.20	X		

#### **No Treatment Areas:**

Guardrail within the city limits of: Juliaetta, Kendrick, Potlatch, Stites and section of guardrail on US 95 from MP 219.90 to 220.25 Skookumchuck Bureau of Land Management.

2007 Bareground Herbicide Application Treatment: 8.0 pounds per acre of Bromacil + Diuron (Krovar I) and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between April 2 and May 4 for the above routes. Estimated total area to be treated is approximately 89 acres.

2008 (if renewed) Bareground Herbicide Application Treatment: 8.0 pounds per acre of Diuron and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between April 7 and May 9 for the above routes. Estimated total area to be treated is approximately 89 acres.

2009 (if renewed) Bareground Herbicide Application Treatment: 8.0 pounds per acre of Diuron and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between April 6 and May 8 for the above routes. Estimated total area to be treated is approximately 89 acres.

2010 (if renewed) Bareground Herbicide Application Treatment: 8.0 pounds per acre of Bromacil + Diuron (Krovar I) and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between April 5 and May 7 for the above routes. Estimated total area to be treated is approximately 89 acres.

Note: The Contractor shall supply all chemical and water as necessary to apply the product in a minimum of 40 gallons per acre of carrier.

### **SP-2 Bareground Herbicide Application (Forest Service Areas)**

Route	Mileposts	Guardrail	Rock Turnouts	Fences
US 12	MP 75.21 TO MP 174.41 AND RAMPS	X		
SH 14	MP 0.00 TO MP 49.06	X		

2007 Bareground Herbicide Application Treatment: 8.0 pounds per acre of Bromacil + Diuron (Krovar I) and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between April 30 and May 24 for the above routes. Estimated total area to be treated is approximately 18 acres.

2008 **(if renewed)** Bareground Herbicide Application Treatment: 8.0 pounds per acre of Diuron and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between May 5 and May 22 for the above routes. Estimated total area to be treated is approximately 18 acres.

2009 **(if renewed)** Bareground Herbicide Application Treatment: 8.0 pounds per acre of Diuron and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between May 5 and May 22 for the above routes. Estimated total area to be treated is approximately 18 acres.

2010 **(if renewed)** Bareground Herbicide Application Treatment: 8.0 pounds per acre of Bromacil + Diuron (Krovar I) and 3 ounces per acre of Sulfometuron (Oust XP) shall be applied between May 4 and May 22 for the above routes. Estimated total area to be treated is approximately 18 acres.

Note: The Contractor shall supply all chemical and water as necessary to apply the product in a minimum of 40 gallons per acre of carrier.

### **SP-3 Production Herbicide Application**

#### **FY 07 Treatment Areas:**

Route	Mileposts	Swath Right side *	Swath Left side *
SH 13	MP 1.12 TO MP 13.01	8 feet	8 feet
SH 13	MP 13.77 TO MP 22.10	8 feet	4 feet
SH 13	MP 22.60 TO MP 25.44	8 feet	5 feet
SH 62	MP 0.31 TO MP 15.12	8 feet	8 feet
SH 64	MP 15.89 TO MP 30.36	8 feet	8 feet
US 95	MP 182.41 TO MP 194.60	4 feet	12 feet
US 95	MP 196.07 TO MP 210.00	12 feet	4 feet
US 95	MP 210.50 TO MP 219.90	12 feet	4 feet
US 95	MP 220.25 TO MP 239.77	12 feet	12 feet
US 95	MP 240.62 TO MP 254.00	12 feet	12 feet
SH 162	MP 0.46 TO MP 22.20	8 feet	8 feet

#### **FY 08 Treatment Areas (if renewed):**

Route	Mileposts	Swath Right side *	Swath Left side *
SH 3	MP 0.00 TO MP 12.00	8 feet	8 feet
SH 7	MP 50.8 TO MP 53.18	8 feet	8 feet
SH 11	MP 0.00 TO MP 29.00	8 feet	8 feet
US 12	MP 10.13 TO MP 75.20	12 feet	4 feet
US 95A	MP 0.00 TO MP 4.12	8 feet	8 feet
US 95	MP 254.00 TO MP 330.39	12 feet	12 feet

#### **FY 09 Treatment Areas (if renewed):**

Route	Mileposts	Swath Right side *	Swath Left side *
SH 3	MP 13.70 TO MP 28.65 AND MP 39.5 TO MP 48.21	8 feet	8 feet
SH 6	MP 100.00 TO MP 104.42	8 feet	8 feet
SH 6	MP 0.00 TO MP 20.29	8 feet	8 feet
SH 8	MP 3.38 TO MP 53.22	8 feet	8 feet
SH 9	MP 0.00 TO MP 13.52	8 feet	8 feet
SH 11	MP 0.00 TO MP 42.54	8 feet	8 feet
SH 66	MP 0.00 TO MP 0.99	8 feet	8 feet
US 95A	MP 0.00 TO MP 0.57	8 feet	8 feet
US 95	MP 330.39 TO MP 371.59	12 feet	12 feet

#### **FY 10 Treatment Areas (if renewed):**

Route	Mileposts	Swath Right	Swath Left
-------	-----------	-------------	------------

		side *	side *
SH 13	MP 1.12 TO MP 13.01	8 feet	8 feet
SH 13	MP 13.77 TO MP 22.10	8 feet	4 feet
SH 13	MP 22.60 TO MP 25.44	8 feet	5 feet
SH 62	MP 0.31 TO MP 15.12	8 feet	8 feet
SH 64	MP 15.89 TO MP 30.36	8 feet	8 feet
US 95	MP 182.41 TO MP 194.60	4 feet	12 feet
US 95	MP 196.07 TO MP 210.00	12 feet	4 feet
US 95	MP 210.50 TO MP 219.90	12 feet	4 feet
US 95	MP 220.25 TO MP 239.77	12 feet	12 feet
US 95	MP 240.62 TO MP 254.00	12 feet	12 feet
SH 162	MP 0.46 TO MP 22.20	8 feet	8 feet

- In those areas within 50 feet of a stream the 4 feet swath shall be used. No application shall be made within 25 feet of a stream

**No Treatment Areas:**

Cities of Riggins, Grangeville, Harpster, Craigmont, Nezperce, Kooskia, Stites, Kamiah, Winchester, Lapwai, Juliaetta, Kendrick, Deary, Moscow, Orofino, Weippe, Pierce, Greer, Bovill, and Potlatch. Private areas adjacent to highway: Riverview Gardens RV Park (US 95 MP 210.0 to 210.5), Skookumchuck (Bureau of Land Management)(US 95 MP 219.9 TO MP 219.25), and areas mowed by adjacent landowner.

**Production Herbicide Application Treatment:**

1 gallon per acre of 2,4-D + Picloram (Tordon 101M) and 1 ounce per acre of Chlorosulfuron (Telar XP) shall be applied between April 9 and June 15. Estimated total area to be treated is approximately 425 acres.

**Note:** The Contractor shall supply all chemical, water; drift reducer and surfactant as necessary to apply the product in a minimum of 25 gallons per acre of carrier. Surfactant (alcohol free) shall be included at a rate of 1 quart (1.5 quarts if rain is forecast) per 100 gallons carrier.

## **HERBICIDE SPECIFICATIONS:**

Herbicides shall conform to the following specifications and shall be approved prior to use.

Adjuvant: Common name: Drift Control; Trade Name: More or approved equal; AI: 30%. EPA REG # NA  
CAS # NA

Adjuvant: Common name: Drift Control; Trade Name: Sta-Put or approved equal; AI: 1%. EPA REG # NA,  
CAS # 67-36-0

Adjuvant: Common name: Surfactant: Non-ionic Spreader/Activator (Trade Name: Spec 90/10 or  
approved equal; AI: 90%. EPA REG # NA CAS # NA

Herbicide: Common name: 2,4-D + Picloram; Trade Name: Tordon 101M or approved equal; AI: 49.8%  
2.54 pounds per gallon. EPA REG # 62719-5 CAS # 94-75-7, 006753-47-5

Herbicide: Common name: Bromacil + Diuron; Trade Name: Krovar I DF or approved equal; AI: 80% EPA  
REG # 352-505 CAS # 314-40-9 + CAS # 330-54-1

Herbicide: Common name: Chlorsulfuron; Trade Name: Telar or approved equal; AI: 75% EPA REG #  
352-404 CAS # 64902-72-3

Herbicide: Common name: Diuron; Trade Name: Karmex DF or approved equal; AI: 80% EPA REG #  
352-508 CAS # 330-54-1

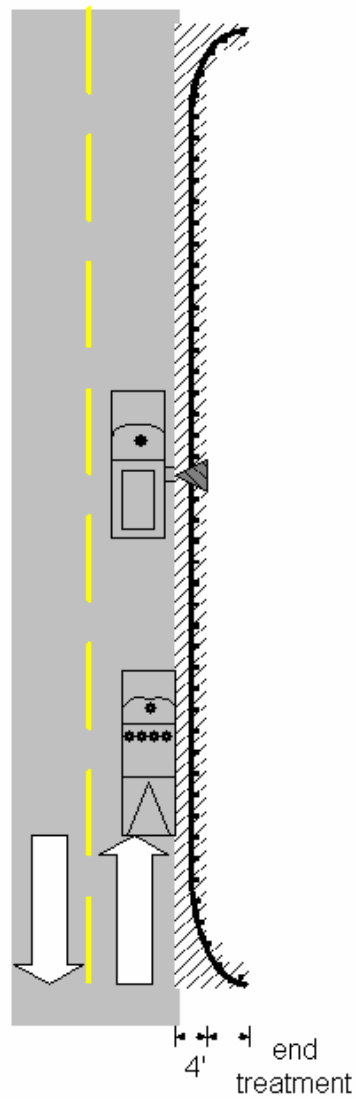
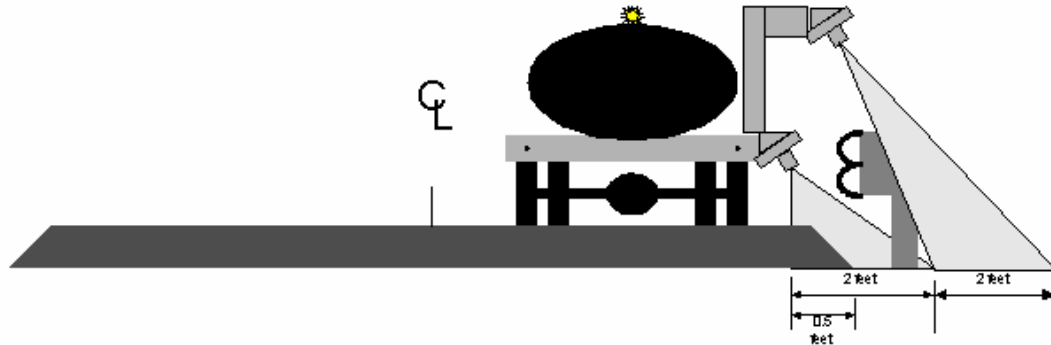
Herbicide: Common name: Imazapyr; Trade Name: Habitat or approved equal; AI: 22.6% - 2 pounds per  
gallon EPA REG # 241-426 CAS # 081510-83-0

Herbicide: Common name: Sulfometuron; Trade Name: Oust XP or approved equal; AI: 75% EPA REG #  
352-401 CAS # 74222-97-2

# ROADSIDE VEGETATION MAINTENANCE BAREGROUND TYPICAL

NOT TO SCALE

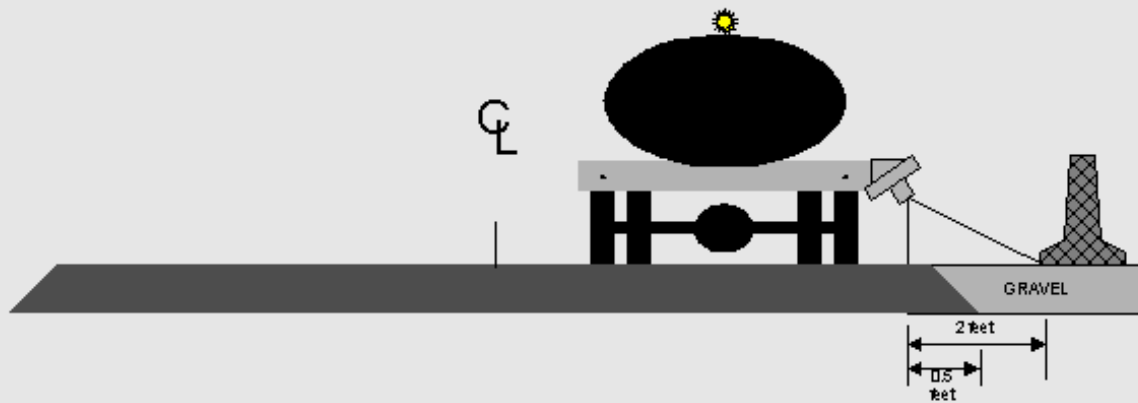
TYPICAL BAREGROUND TREATMENT UNDER METAL GUARDRAIL



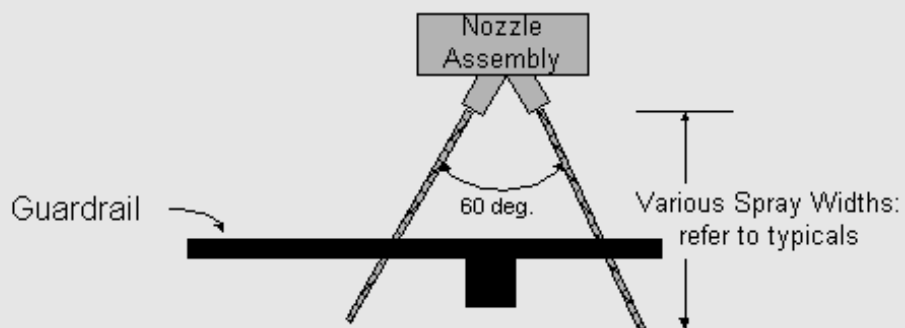
# ROADSIDE VEGETATION MAINTENANCE BAREGROUND TYPICAL

NOT TO SCALE

TYPICAL BAREGROUND TREATMENT IN FRONT OF CONCRETE RAIL ON GRAVEL. NOTE: NO TREATMENT OF CONCRETE RAIL ON PAVEMENT.



Typical Nozzle Spray Pattern  
View From Above

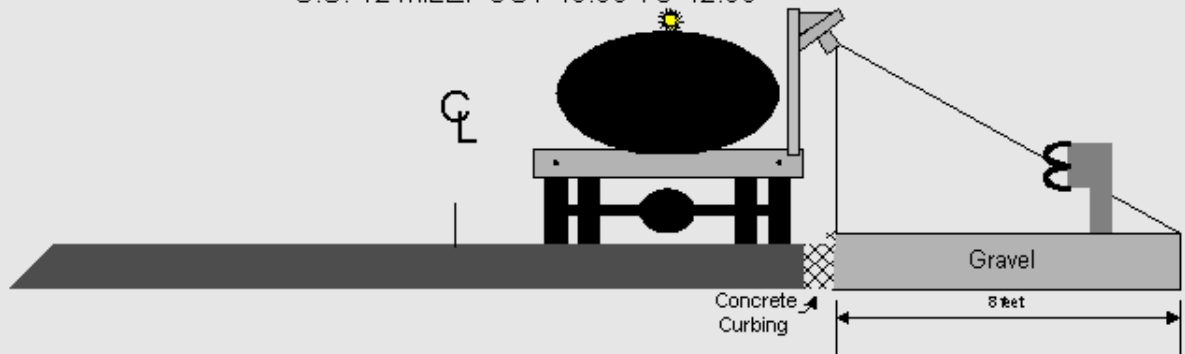




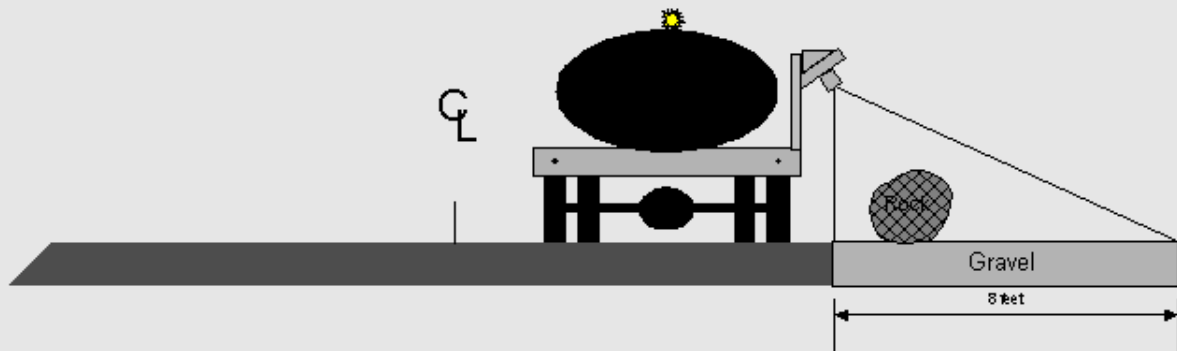
# ROADSIDE VEGETATION MAINTENANCE BAREGROUND TYPICAL

NOT TO SCALE

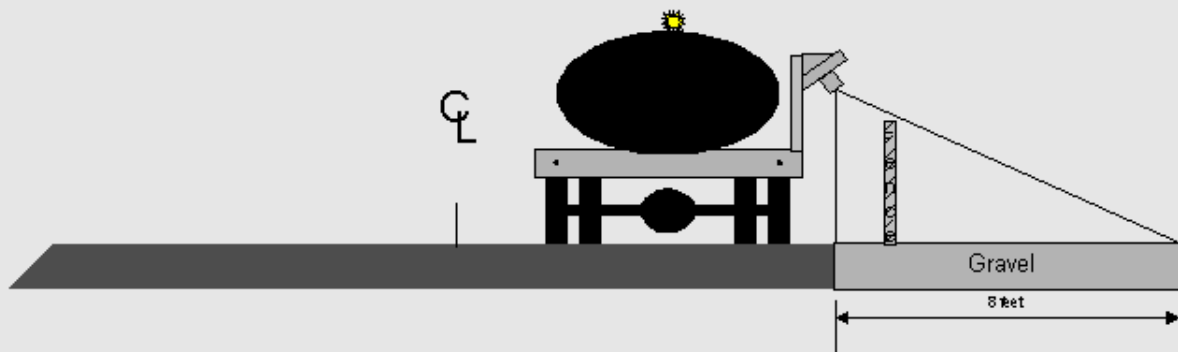
TYPICAL BAREGROUND TREATMENT UNDER METAL GUARDRAIL  
U.S. 12 MILEPOST 40.00 TO 42.50

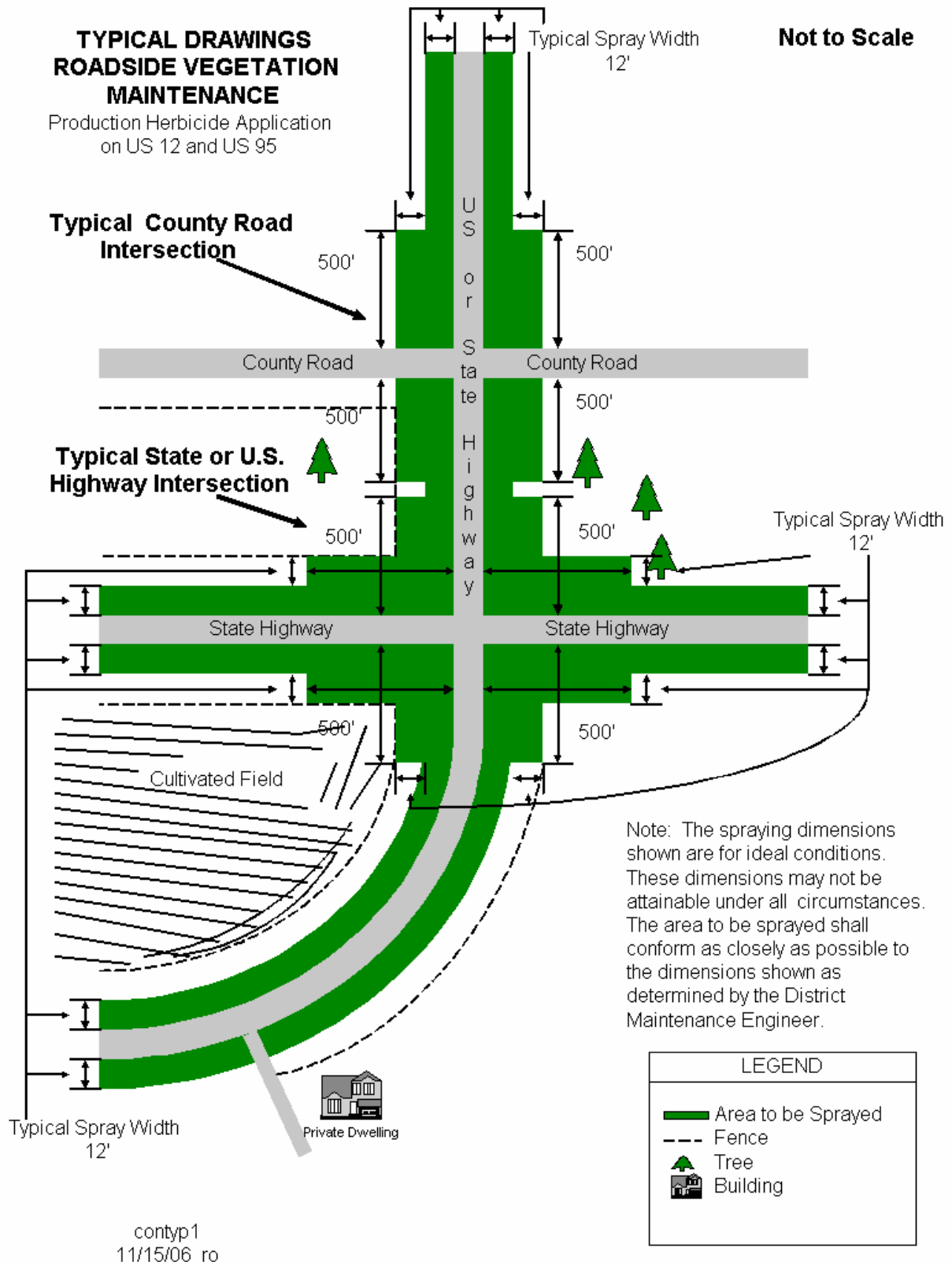


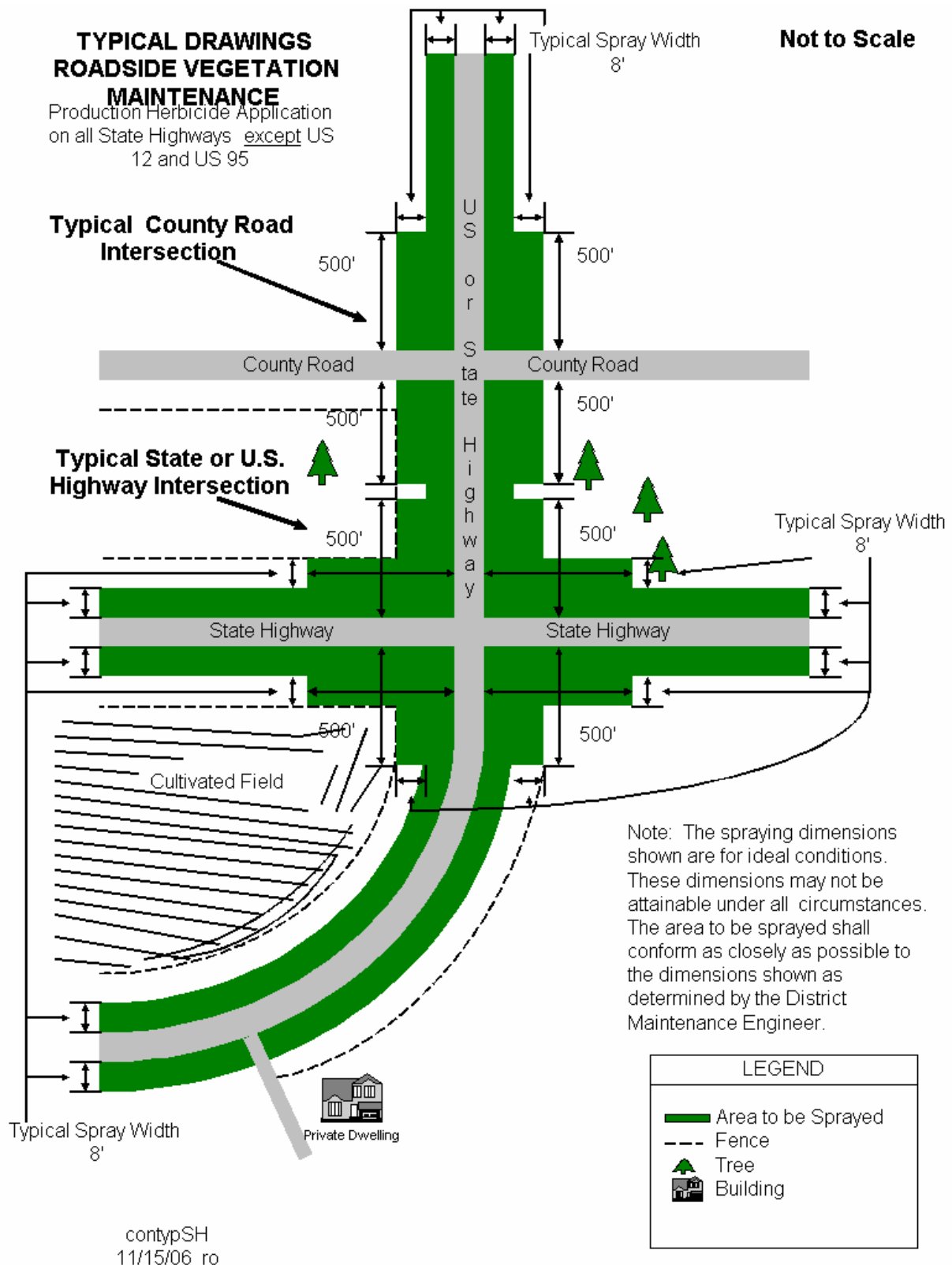
TYPICAL BAREGROUND TREATMENT OVER ROCKS



TYPICAL BAREGROUND TREATMENT OVER FENCES

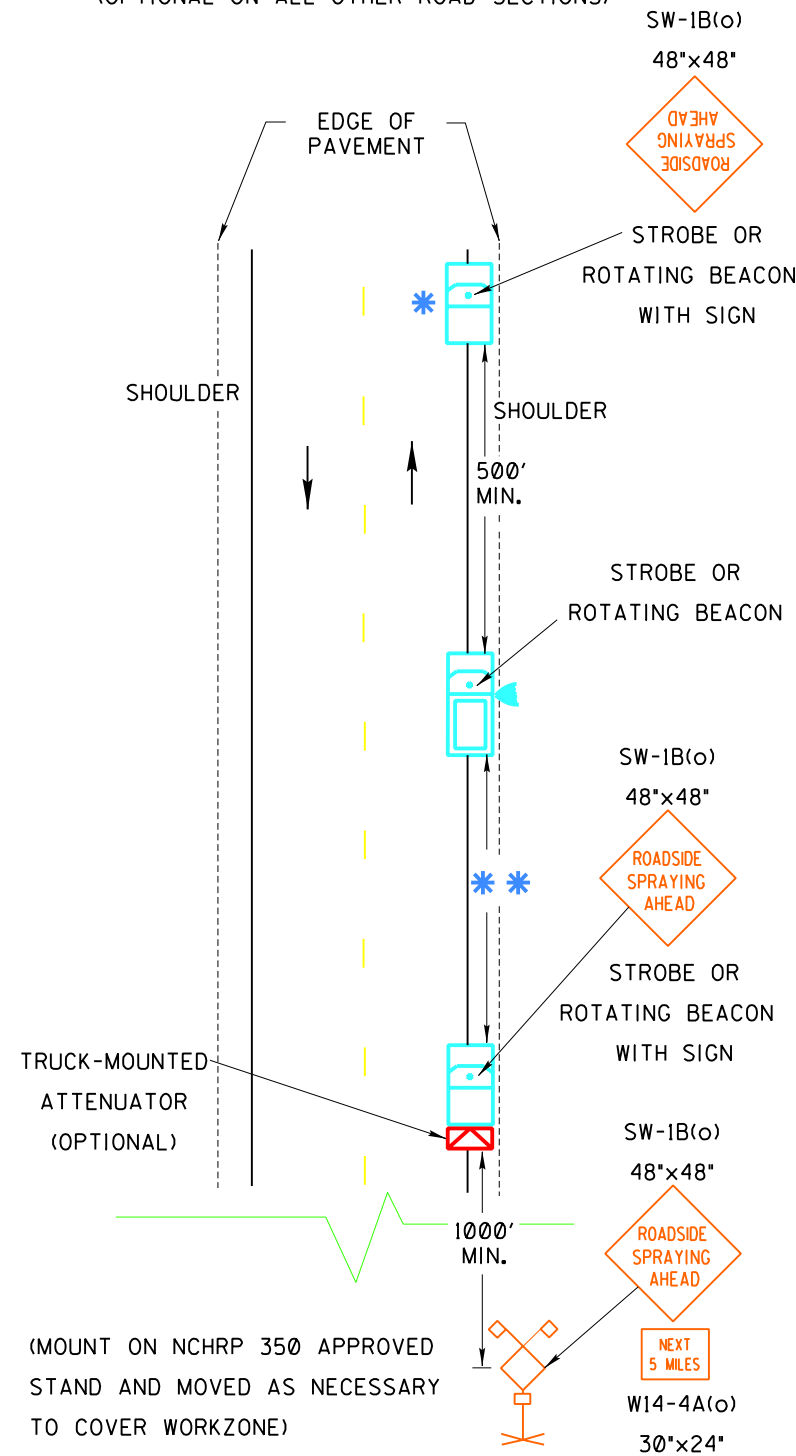




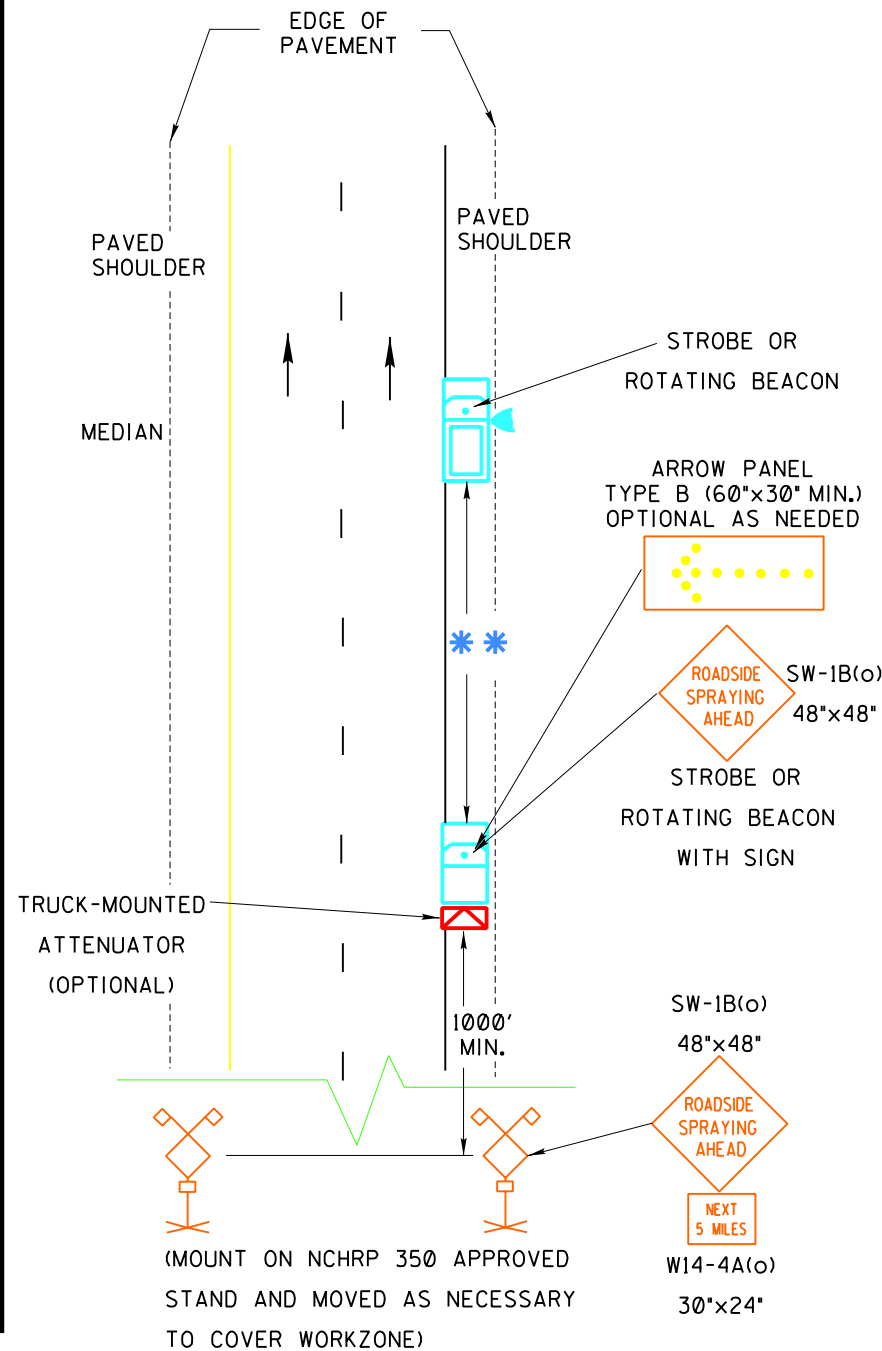


## 2-LANE RURAL HIGHWAY

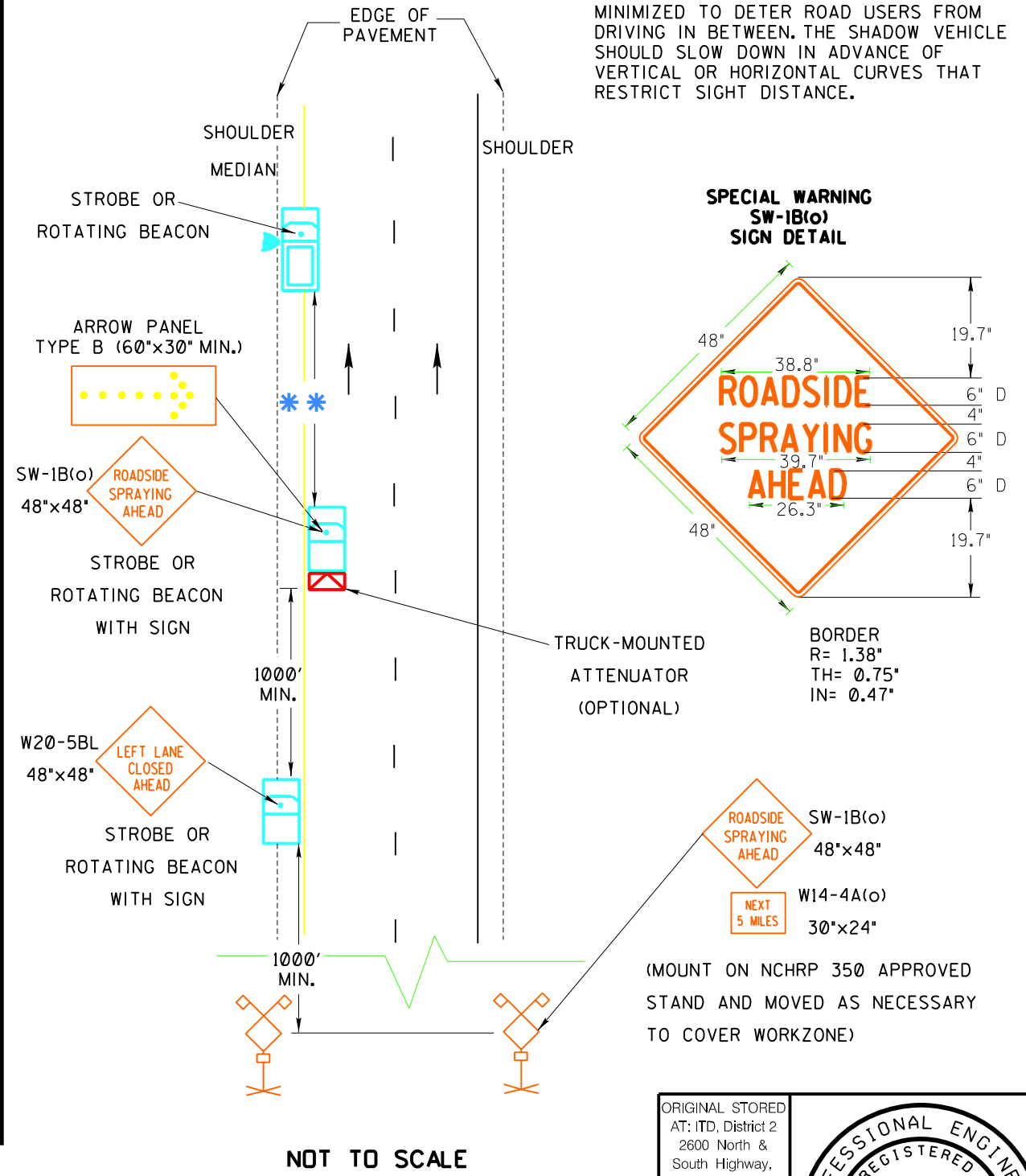
- \* FRONT WARNING VEHICLE IS REQUIRED  
ON U.S. HWY 12 FROM M.P. 15.21 TO 174.41  
(OPTIONAL ON ALL OTHER ROAD SECTIONS)



## 4-LANE RURAL HIGHWAY



## 4-LANE RURAL HIGHWAY WITH NARROW SHOULDER



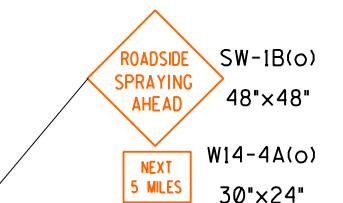
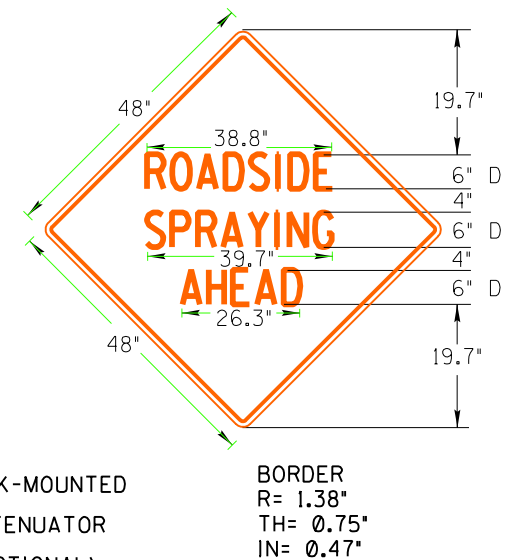
### NOTES:

TRAFFIC CONTROL DEVICES SHALL MEET OR EXCEED THE REQUIREMENTS OF THE MUTCD, AS ADOPTED BY THE STATE.

ALL SIGN NUMBER DESIGNATIONS ON THIS SHEET REFER TO THE ITD SIGN CHART AND MAY NOT MATCH THOSE LISTED IN THE MUTCD, UNLESS OTHERWISE INDICATED.

- \*\* THE SPACING BETWEEN THE WORK VEHICLE AND THE SHADOW VEHICLE SHOULD BE MINIMIZED TO DETER ROAD USERS FROM DRIVING IN BETWEEN. THE SHADOW VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES THAT RESTRICT SIGHT DISTANCE.

### SPECIAL WARNING SW-1B(o) SIGN DETAIL



(MOUNT ON NCHRP 350 APPROVED  
STAND AND MOVED AS NECESSARY  
TO COVER WORKZONE)

ORIGINAL STORED  
AT: ITD, District 2  
2600 North &  
South Highway,  
Lewiston, ID

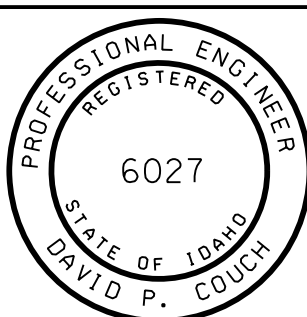
**English**

COUNTY

KEY NUMBER

N/A

SHEET 1 OF 1



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	STEVE MEIER
DESIGN CHECKED	DAVE COUCH
DETAILED	STEVE MEIER
DRAWING CHECKED	DAVE COUCH

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME weedspray2.dgn
DRAWING DATE: December 2004

IDAHO TRANSPORTATION DEPARTMENT
DISTRICT TWO TRAFFIC

PROJECT NO.  STM-D2-2007
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TRAFFIC CONTROL PLAN  ROADSIDE HERBICIDE APPLICATION
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## II. PROPOSAL GUIDELINES

### 1. Pre-proposal Conference

SEE: Special Provisions Page 1, 'Examination of Site'

### 2. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### 3. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

### 4. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the Signature Page.

**5. Proposal Guaranty / Surety Bond Requirements**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

**6. Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.

2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

7. **Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. **Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

9. **Failure to Execute Contract**

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

10. **Return of Proposal Guaranty**

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

### III. TERMS AND CONDITIONS

1. **Contract Term**

The term for this contract shall be for one-year with the option to renew for up to three one-year periods when agreed to, in writing, by both the Contractor and the Idaho Transportation Department.

ITEMS SP-1, SP-2, AND SP-3 SHALL BE BID TOGETHER IN AN "ALL OR NONE BID" FOR ONE YEARS QUANTITIES FOR PURPOSES OF AWARD. The engineer reserves the right to delete any item upon written notification.

2. **Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

3. **Changes**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. **Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.



**5. Compliance**

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

**6. Termination For Default**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

**7. Termination For Convenience**

A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.

B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

**8. Indemnification**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

**9. Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

**The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.**

2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

### **Required Insurance:**

1) Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2) Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

**Additional Requirements:**

1) State of Idaho as Additional Insured:

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

2) Notice of Cancellation or Change:

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**10. Title VI Assurances**

1) Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

2) Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

3) Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49; Code of

Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

4) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

6) Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

7) Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

8) Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall

take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **11. Labor Provisions**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

Requisition # B-435710  
Project: District Wide Weed  
Spraying (Production)

**INTENTION TO RESPOND**

***No Fax Cover Sheet Is Required***

**FAX BACK: 208 334-8824**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

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BID CLOSING ON: **2/8/07 @ 5:00 P.M.**

BID OPENS ON: **2/9/07 @ 10:00 A.M.**

**Please check all that apply**

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## **BID SCHEDULE**

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating the Trade Name and total dollars and cents under 'Price Per Unit' and 'Amount Bid'. If the contractor desires to bid no cost, it must be designated as 0.00 or N.C. (No Cost), or the bid shall be considered irregular.

All the Trade Names of the Chemicals shall match the approved Trade Name chemical list of Idaho Transportation Department. It is the Contractors responsibility to ensure that the Trade Names of the Chemicals bid are on ITD's approved Chemical List before bidding. **Non approved Trade Names shall cause the bid to be considered irregular.**

REQUISITION NUMBER: B-435710

Contractor / Company Name: \_\_\_\_\_

ITEM NO.	DESCRIPTION	TRADE NAME BID	UNITS	UNIT OF MEASURE	PRICE PER UNIT	AMOUNT BID
SP-1	BAREGROUND HERBICIDE APPLICATION		89	AC		
SP-2	BAREGROUND HERBICIDE APPLICATION (FOREST SERVICE)		18	AC		
SP-3	PRODUCTION HERBICIDE APPLICATION (VARIOUS)		425	AC		
				<b>Total Bid:</b>	\$ _____	

### **AWARD TO BE "ALL OR NONE"**

**Contract is for one (1) year with the option to renew for up to three (3) one (1) year renewal periods, when mutually agreed, in writing, by both the State and Contractor**

**This page MUST be returned with your Bid Documents!**

# IDAHO TRANSPORTATION DEPARTMENT

## SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

January 22, 2007

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

### REQUISITION #: B-435710

The Idaho Transportation Department is seeking qualified bidders to furnish all, equipment, labor, supplies and tools required to effectively apply prescribed herbicides on roadsides for District Wide (Production) Weed Spraying in the following Counties: Clearwater, Idaho, Latah, Lewis and Nez Perce, as per the specifications.

### PUBLIC WORKS CONTRACTORS LICENSE #

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### FEDERAL IDENTIFICATION #

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Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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Contractors Signature/Authorized Signature:

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Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND  
RETURNED WITH YOUR BID DOCUMENTS!**



# B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: **February 8, 2007 @ 5:00 P.M., and Opened on February 9, 2007 @ 10:00 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to **furnish all equipment, labor, supplies and tools required to effectively apply prescribed herbicides on roadsides for District Wide (Production) Weed Spraying in the following Counties: Clearwater, Idaho, Latah, Lewis and Nez Perce** as directed at the designated areas, per the specifications contained in Requisition Number B-435710.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.**

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will be completed within the **completion dates specified for each 'SP'** after authority to proceed has been given. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

The bidder further agrees that if awarded the contract, work SHALL not begin prior to April 2, 2007 and shall be COMPLETED by June 15, 2007.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2007

Name, Address/City/State/Zip Code and Phone Number of Corporation:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address/City/State/Zip Code:

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_)

S.S.

County of \_\_\_\_\_)

I, \_\_\_\_\_ a notary public, do hereby certify that on this \_\_\_\_\_ day  
(Notary)

Of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me \_\_\_\_\_, who,  
(Year) (Individual)

being by me first duly sworn declared that he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Office held) (Corporation  
name)

that he/she known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2007

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Area Code/Phone Number

Idaho Public Works Contractors License Number: \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

**THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_)

S.S.

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me

\_\_\_\_\_, personally appeared

*(Notary Public)*

\_\_\_\_\_, proved to me on the basis of

*(Individual)*

satisfactory evidence to be one of the partners in the partnership of \_\_\_\_\_

*(Partnership*

*Named)* whose name(s) is/are subscribed to the within instrument, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My Commission Expires on: \_\_\_\_\_

P-3-B

Page 2 of 2

## BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2007

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address/City/State/Zip

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

State of \_\_\_\_\_)

S.S

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_, before me

\_\_\_\_\_, personally appeared

*(Notary Public)*

\_\_\_\_\_, known or identified and proved to me

*(Individual he/she/they)*

On the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, that he/she/they and acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
Notary Public

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!**

**CONTRACTOR'S AFFIDAVIT**

***CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho  
(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a  
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction contract

and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting  
(Contractor Name)

the requirements of Idaho Code, section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State

By: \_\_\_\_\_  
(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, residing at

\_\_\_\_\_  
\_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

## BIDDERS RESPONSIBILITY PAGE

*PLEASE NOTE: The following documents, **IF APPLICABLE TO YOUR BID**, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.*

- 1.) **Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3.) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) ~~Subcontractor form SC-1~~ **as required per specifications**
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda Must be Signed** and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) **WORKERS' COMPENSATION INSURANCE:** - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) **GENERAL AND AUTOMOBILE LIABILITY INSURANCE:** - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

# POSSIBLE INTEREST -BIDDERS LIST-

AS OF 1/07

UNITED RIGHT OF WAY ATTN: STEVE ADAMS 1302 HIGHWAY 28 EPHRATA WA 98823 602 722 2248	PERFECTION WEED & PEST CONTROL ATTN: PAT BORGEN 1721 11 <sup>TH</sup> AVE LEWISTON ID 83501 208 799 2323	DBI INC ATTN RICO RAMIREZ 1607 9 <sup>th</sup> AVE E TWIN FALLS ID 83301 208 280 0986
HELENA CHEMICAL CO ATTN JERRY ELLIS 1671 WALLACE ST MOSES LAKE WA 98837 509 766 1901		